

SERIAL 04088 - C MORGAN CITY WASH FENCING PROJECT

DATE OF LAST REVISION: July 15, 2005

CONTRACT END DATE: July 31, 2005

CONTRACT PERIOD THROUGH JULY 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MORGAN CITY WASH FENCING PROJECT (NIGP 98815)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **JULY 07, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
Roxana Rojo, Parks & Recreation Department
Kathy Sicard, Materials Management

(Please remove Serial 04066 from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: MORGAN CITY WASH FENCING PROJECT
(NIGP 98815)**

1.0 INTENT:

The intent of this Bid is to construct a pipe rail fence enclosing the Morgan City Wash area at the Lake Pleasant Regional Park, 41835 N. Castle Hot Springs Road, Morristown, Arizona 85382. The purpose of the fence is to restrict the entry of wild burros into the wash riparian area.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 The successful bidder shall provide all labor, materials, tools, equipment to unload and place at Morgan City Wash and incidentals necessary to satisfactorily complete the furnishing and installation of the project to include all fencing, swing fencing, vehicle gates, pedestrian gates, and other accessories as reflected in the specifications listed below and the attached drawings. The successful bidder shall also be required to assist County staff with conducting the final walkthrough.

Drawings/plans attached/provided with this bid packet should not be considered absolute. Bidders should understand these drawings are intended for reference and to serve as minimum design standards. Bidders are required to submit proposed fencing material with their bid package.

Refer to EXHIBIT 3 Drawings for fence construction details and dimensions.

- 2.1.1 Acceptable material is: new or used standard seamless, welded steel pipe (meeting the minimum specifications per EXHIBIT 4), or new or used sucker rod in place of one-half inch (1/2") diameter black steel pipe, or well pipe for posts or any combination thereof. See plans for exact locations.
- 2.1.2 Used material shall be straight and in good condition, and subject to inspection before installation.
- 2.1.3 Spot welding is not acceptable.
- 2.1.4 All concrete used will be concrete 2500 PSI minimum.
- 2.1.5 Fencing (Refer to EXHIBIT 2- JOB SITE MAP). The alignment consists of approximately 26,000 feet of pipe rail fencing, ninety (90) feet of swing gate, four (4) feet of pedestrian gate, forty-eight (48) feet of vehicle gates, and one hundred (100) feet of fence extensions.
 - 2.1.5.1 The West alignment is the first priority and consists of approximately 6,300 linear feet of fencing and 50 feet of swing gate.
 - 2.1.5.2 The South alignment is the second priority and consists of approximately 9,700 linear feet of fencing.
 - 2.1.5.3 The North alignment is the third priority and consists of approximately 10,000 linear feet of fencing, 4 feet of pedestrian gate, 48 feet of vehicle gates and 40 feet of swing gate.
 - 2.1.5.4 Park staff will verify the final contractor's lengths before the final invoice is approved for payment.
- 2.1.6 Access, restoration, and plant care is covered on the site map general notes and listed below.
- 2.1.7 Contractor shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons until final acceptance of work.
- 2.1.8 Site Maintenance - Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before Final Acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

- 2.1.9 Contractor will not be allowed to grade temporary roads.
- 2.1.10 ATVs will be needed to access certain areas.
- 2.1.11 Volatile wastes shall be properly stored in covered metal containers and removed daily.
- 2.1.12 Wastes shall be not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All waste shall be removed from the site and disposed of in a manner complying with local, county and state ordinance and laws.
- 2.1.13 Adequate cleanup will be a condition for recommendation of progress payment applications.
- 2.1.14 Access across property other than Lake Pleasant is the responsibility of the contractor.
- 2.1.15 When a native tree or cactus is on the fence alignment, the fence will be shifted towards the park interior to avoid the tree or cactus.
- 2.1.16 **All work shall be completed no later than December 31, 2004.**

2.2 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.3 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements (12/31/2004), as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

CONTRACTOR'S duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.2.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.2.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.2.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.2.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.2.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.2.4 Certificates of Insurance.

3.2.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.3 REQUIREMENT OF CONTRACT BOND:

The requirement for any type of contract bond will be waived in lieu of the submission of lien waivers for suppliers and subcontractors prior to any payment being made to the Contractor.

3.4 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
chinegar@mail.maricopa.gov

Technical telephone inquiries shall be addressed to:

Roxana Rojo, Project Manager, 602-506-8675
rrojo@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.5 PRE-BID CONFERENCE:

THERE WILL BE A PRE-BID CONFERENCE ON JUNE 3, 2004, 9:00 A.M., AT THE LAKE PLEASANT REGIONAL PARK, 41835 N. CASTLE HOT SPRINGS ROAD, MORRISTOWN, AZ 85382. (12 miles west of I-17 on SR 74, then 2.5 miles north on Castle Hot Springs Road to Park entrance. ATTENDANCE IS MANDATORY FOR THOSE INTERESTED VENDORS WHO DID NOT ATTEND THE PREVIOUS PRE-BID CONFERENCE HELD FEBRUARY 24, 2004.

3.6 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.7 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.7.1 Compliance with specifications
- 3.7.2 Price
- 3.7.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) copy and ATTACHMENT A (PRICING) in an EXCEL formatted hard diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

SKY ENGINEERING INC, 1399 E BETHANY HOME RD, PHOENIX, AZ 85014
PO BOX 39929, PHOENIX, AZ 85069

S017910 / B0600909 / NIGP CODE 98815

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES X NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ESTIMATED DAYS TO COMPLETE:

90 DAYS

ITEM	QUANTITY	UNIT COST PER FT.	TOTAL COST
PIPE RAIL FENCE	26,000 LF	\$9.69	\$251,940.00
SWING GATE	90 LF	\$42.00	\$3,780.00
VEHICLE GATE	48 LF	\$42.00	\$2,016.00
PEDESTRIAN GATE	4 LF	\$42.00	\$168.00
FENCE EXTENSION	100 LF	\$18.00	\$1,800.00
TOTAL PROJECT COST	\$259,704.00		

NOTE: THE CONTRACTOR SHALL CONSTRUCT AS MUCH OF THE ALIGNMENT AS THE PARKS DEPARTMENT'S BUDGET WILL ALLOW. PARK STAFF WILL VERIFY THE FINAL CONTRACTOR'S LENGTHS BEFORE THE FINAL INVOICE IS APPROVED FOR PAYMENT.

Terms: NET 30

Vendor Number: **W000004498 X**

Telephone Number: ~~623-533-2020~~ **602-595-4178**

Fax Number: ~~602-331-0188~~ **602-565-4166**

Contact Person: ~~Scott Young~~ **Nathan Rhoton**

E-mail Address: scottyoung@skyengineering.net nathanrhoton@skyengineering.net

Company Web Site: www.skyengineering.net

Insurance Certificate Required

Contract Period: To cover the period ending **JULY 31, 2005**